

In re Patent No. 6,502,951
Issue Date: January 7, 2003
Application No. 09/727,419
Filed: December 1, 2000
Attorney Docket No. 99-1930

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OFFICE OF PETITIONS

This is a decision on the petition under 37 CFR 1.378(b), files August 23, 2010 (certificate of mailing date August 17, 2010), to accept two unavoidably delayed payments of maintenance fees for the above-identified patent.

Petition to APPROVE

There is a desire to reinstate the patent 6,502,951, for reconsideration under 37 CFR 1.378(e) filed within TWO (2) months from the mail date of the original decision. (f) I would like to petition for reconsideration to reinstate the patent and this petition should include an exhaustive attempt to provide the lacking items noted below, since, after a decision on the petition for reconsideration, would help the economy and benefit to continue growth of my business, from funds invested to inquire the patent and attorney fees.

This petition is to help give a clear picture of all the adversities that took place at the time of maintenance fee deadline. Several people have stated that no one has ever had their patent reinstated. I would hope that with all the challenges that I had during this time, that the officials would not penalize my patent or myself for these unavoidable situations.

Attached: Information on Solas Fashion Handbags . This company has been marketing versions of my product since 2005. I'm not sure but, I have not found any patent info on her product.
(TWO SAMPLE INTERNET PAGES)

Attached: Information on the hardship of a bankruptcy in 2005.
The Motion to Dismiss was in January, 2006.

Also, please be in consideration of the 2005 Katrina Hurricane in August 2005. This act of God was unavoidable and the whole city of Houston, Texas was shut down due to the bad weather.
(pictures attached)

I hereby certify that a true and correct copy of the foregoing documents are true. A copy of the Certificate of Mailing of the file is registered with the U. S. bankruptcy Clerk's Office.

Electronically signed by
William E. Heitkamp, Chapter 13 Trustee

Respectfully Submitted.
Marilyn J. Marshall, Ceo
Mjm1angeladay@yahoo.com
832-386-8265

Marilyn J. Marshall

Is Solas infringing on my patent?



Enlighten Yourself and Read Our New Blog!

1-888-82-Solas

What's New
Full Catalog
As Seen In
Events
Blog/Newsletter
Stores
Philosophy
Company

- ▷ Club Solas
- ▷ Gift Certificates
- ▷ Clutches
- ▷ Totes and Satchels
- ▷ Wristlets & Mini's
- ▷ Full catalog

Celebrities
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Search:



Enter your email to receive the Solas newsletter!



Join Now

The Utility Handbag Featured Oprah Magazine, January 2007




GOT A LIGHT?
A fluorescent pink tube on the wristlet's inside rim shines bright to help you find keys in the dark or read the menu in a murky restaurant. Carry phone and makeup in the purse section, cards and money in the organizer under the front flap. Solas is shown by Kara Kurcz, \$120.

Our symbol represents the four elements, Earth, Wind, Fire and Water. Every bag comes with a detachable charm that will help motivate your day and inspire your life. The four elements combined are what make us whole. So take a moment and walk barefoot in the grass, go for a swim, snuggle by a fire or just enjoy a cool breeze!



td>

In closing, I want to say, this opportunity only comes once in a life time. I would be very thankful and wouldn't let this problem happen again. And it would be an honor to help make this world a safer and better place, if given another chance to manufacture lighted content organizing carry totes. The patent states 20 years, please be apart of helping to make history true an American Dream.

Thank you so much.

Sincerely yours,

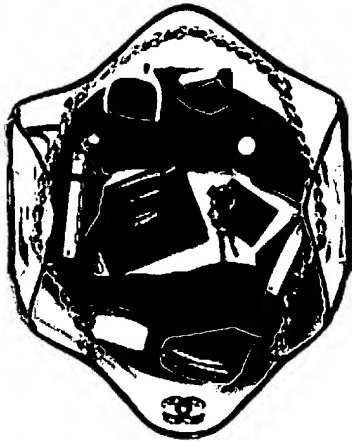
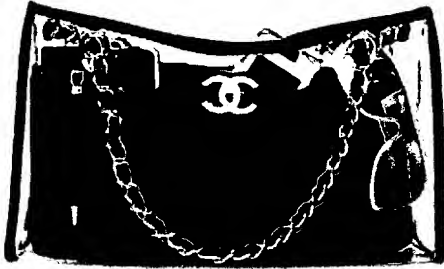
Marilyn J. Marshall

832-386-8265 - mj,m1angeladog@yahoo.com

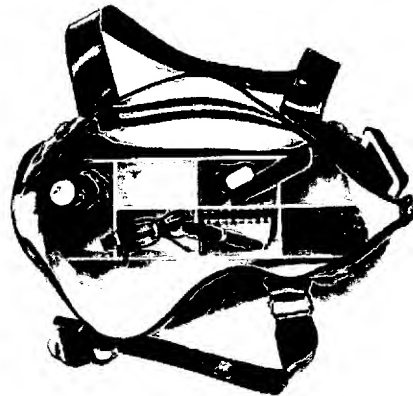
<http://www.solasfashion.com/v/vspfiles/oprah.html>

11/29/2010

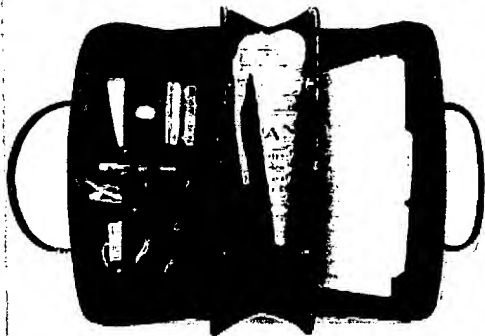
getting dressed



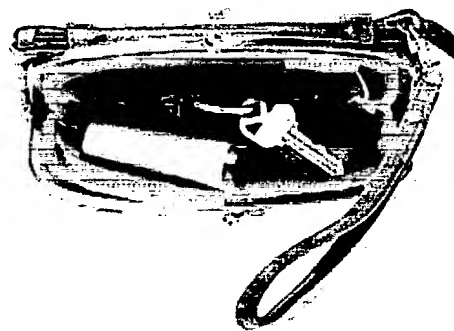
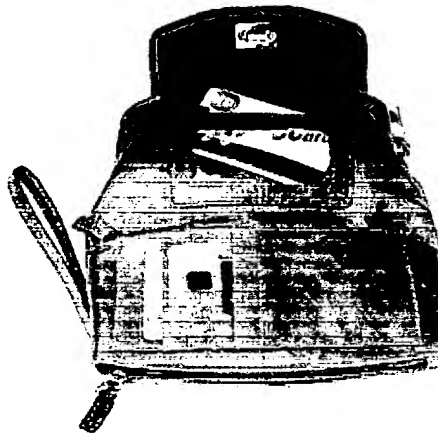
POCKETS TO GO
Avert internal clutter with the Pursket (\$22), an eight-pocket panel that you fill once with your worldly goods, then shift from bag to bag. You can keep it hidden or show off racy color and fabric options (red, panther, faux ostrich...) in a see-through bag (Chanel, \$895).



DIVIDE & CONQUER
When your cell rings, you can find it; when you're desperately seeking your comb or glasses, they're right at hand. This handsome shoulder bag harbors a simple, meticulously sectioned built-in unit with spaces for your vital stuff, plus a secure zippered pocket. Butler Bags by Jen Groover, \$135.



BRIEFCASE ENCOUNTER
The color (dark denim) and grainy-textured leather strike a lively note, and the construction means business: an efficient flapped-and-snapped pocket in front; a divided interior that keeps your files separate from your *Financial Times* and includes slots for small items like pens and cards. Lodi's, \$285.



GOT A LIGHT?
A fluorescent pink tube on the wristlet's inside rim shines bright to help you find keys in the dark or read the menu in a murky restaurant. Carry phone and makeup in the purse section, cards and money in the organizer under the front flap. Soles Fashion by Kara Kurecz, \$130.

72 JANUARY 2007



UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov

Attn: Ivar M. Kaardal
Kaardal & Associates, pc
3500 South First Ave. Circle - Suite 250
Sioux Falls SD 57105-5802

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DEC 03 2010

OFFICE OF PETITIONS

In re Patent No. 6,502,951
Issue Date: January 7, 2003
Application No. 09/727,419
Filed: December 1, 2000
Attorney Docket No. 99 - 1930

OFFICE OF PETITIONS

DECISION ON PETITION
UNDER 37 CFR 1.378(b)

This is a decision on the petition under 37 CFR 1.378(b), filed August 23, 2010 (certificate of mailing date August 17, 2010), to accept two unavoidably delayed payments of maintenance fees for the above-identified patent.

The petition is **DISMISSED**.

If reconsideration of this decision is desired, a petition for reconsideration under 37 CFR 1.378(e) must be filed within TWO (2) MONTHS from the mail date of this decision. No extension of this 2-month time limit can be granted under 37 CFR 1.136(a) or (b). **Any such petition for reconsideration must be accompanied by a petition fee of \$350.00.** The fee is \$400.00 as set forth in 37 CFR 1.17(f). However, patentee has overpaid by \$50.00 (the surcharge after expiration is \$700.00, not \$750.00). Therefore, petitioner should submit only \$350.00 if reconsideration is desired. The petition for reconsideration should include an exhaustive attempt to provide the lacking item(s) noted below, since, after a decision on the petition for reconsideration, no further reconsideration or review of the matter will be undertaken by the Director.

The patent issued January 7, 2003. The first maintenance fee could have been paid from January 7, 2006 through July 7, 2006, or with a surcharge during the period from July 8, 2006 through January 7, 2007. Accordingly, the patent expired at midnight on January 8, 2007, for failure to timely submit the first maintenance fee.

A petition to accept the delayed payment of a maintenance fee under 35 U.S.C. § 41(c) and 37 CFR 1.378(b) must be accompanied by (1) an adequate showing that the delay was unavoidable, since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent, (2) payment of the appropriate maintenance fee, unless previously submitted, and (3) payment of the surcharge set forth in 37 CFR 1.20(i)(1).

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This petition lacks item (1) above.

The Director may accept late payment of the maintenance fee if the delay is shown to the satisfaction of the Director to have been "unavoidable". 35 U.S.C. § 41(c)(1).

Petitioner states that the delay in payment of the first maintenance fee was unavoidable due to financial difficulties and a state of distress at the time in question. Petitioner states that her handbag was stolen in 2001 with her social security card inside. She was the subject of identity theft. Petitioner states this crime put her into a state of distress. On some unspecified date, she filed bankruptcy. Petitioner appears to be arguing financial troubles and emotional distress caused her to fail to make two maintenance fee payments.

The showing of record is inadequate to establish unavoidable delay within the meaning of 37 CFR 1.378(b)(3).

Acceptance of late payment of a maintenance fee is considered under the same standard as that for reviving an abandoned application under 35 U.S.C. § 133 because 35 U.S.C. § 41(c)(1) uses the identical language, i.e. "unavoidable delay". Ray v. Lehman, 55 F.3d 606, 608-09, 34 USPQ2d 1786, 1787 (Fed. Cir. 1995)(quoting In re Patent No. 4,409,763, 7 USPQ2d 1798, 1800 (Comm'r Pat. 1988)). Decisions on reviving abandoned applications have adopted the "reasonably prudent person" standard in determining if the delay in responding to an Office action was unavoidable. Ex parte Pratt, 1887 Dec. Comm'r Pat. 31, 32-33 (Comm'r Pat. 1887)(the term "unavoidable" "is applicable to ordinary human affairs, and requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business"); In re Mattullath, 38 App. D.C. 497, 514-515 (D.C. Cir. 1912); and Ex parte Henrich, 1913 Dec. Comm'r Pat. 139, 141. In addition, decisions on revival are made on a "case-by-case basis, taking all the facts and circumstances into account." Smith v. Mossinghoff, 671 F.2d 533, 538, 213 USPQ 977, 982 (D.C. Cir. 1982). Finally, a petition to revive an application as unavoidably abandoned cannot be granted where a petitioner has failed to meet his or her burden of establishing the cause of the unavoidable delay. Haines v. Quigg, 673 F. Supp. 314, 316-17, 5 USPQ2d 1130, 1131-32 (N.D. Ind. 1987).

In essence, petitioner must show that she was aware of the need to pay the maintenance fee, and to that end was tracking it, or had engaged someone to track it before the expiration, but when the fee came due, was "unavoidably" prevented from making the maintenance fee payment due to her financial situation or physical condition until the petition was filed.

In determining whether a delay in paying a maintenance fee was unavoidable, one looks to whether the party responsible for payment of the maintenance fee exercised the due care of a reasonably prudent person. Ray, 55 F.3d at 608-609, 34 USPQ2D at 1787. It is incumbent upon the patent owner to implement steps to schedule and pay the fee, or obligate another to do so. See California Medical Products v. Technol. Med. Prod., 921 F.Supp 1219, 1259 (D. Del. 1995). That is, 37 CFR 1.378(b)(3) requires a showing of the steps in place to pay the maintenance fee, and the record currently lacks a showing that any steps were emplaced by petitioner or anyone else. In the absence of a showing that petitioner or anyone else was engaged in tracking the

M.J.M.

maintenance fee due dates, and that party had in fact been tracking the due dates with a reliable tracking system, such as would be used by prudent and careful men in relation to their most important business, petitioner cannot reasonably show that the delay was unavoidable delay. In re Katrapat, 6 USPQ2d 1863, 1867-1868 (Comm'r Pat. 1988); California, supra. **Put otherwise, the issues of petitioner's financial problems and emotional state are immaterial in the absence of a showing that there were steps in place to pay the fee.**

A showing of unavoidable delay based upon financial condition must establish that the financial condition of the petitioner during the entire period of the delay was such as to excuse the delay. See Ex parte Murray, 1891 Dec. Comm'r Pat. 130, 131 (1891). The showing of record does not adequately establish that petitioner's entire delay in paying the first and second maintenance fees from January 7, 2007, until the petition was filed on August 17, 2010, was unavoidable within the meaning of 35 U.S.C. § 41(c) and 37 CFR 1.378(b).

A complete showing, with supporting documentation, is required of the financial condition of petitioner or the party responsible for payment of the maintenance fees. Such showing should include all income, expenses, assets, credit, and obligations, which made the delay in payment of the maintenance fees from January 7, 2007, until the filing of the petition on August 17, 2010, "unavoidable." A monthly breakdown is preferred.

In essence, petitioner must show that she was aware of the need to pay the maintenance fee, and to that end was tracking it, or had engaged someone to track it before the expiration, but when the fees came due, was financially unable to make the payment until the petition was filed. The showing should include documentary proof of the maintenance fee tracking system, the entry of this patent in that system and an explanation of how the system worked.

A showing of unavoidable delay based upon physical/emotional issues must establish that the physical/mental condition of the petitioner during the entire period of the delay was such as to excuse the delay.

If petitioner persists in arguing physical incapacitation as the cause of the delay, petitioner will have to provide *documents from licensed health care providers, demonstrating the nature and extent of petitioner's incapacitation*, in such a manner that petitioner was, until the filing of the petition on August 17, 2010, prevented from taking any earlier action with respect to this patent.

Additionally, petitioner must state how she managed to conduct her daily personal and business affairs, including scheduling and settlement of short and long term debts and business obligations, bills, rent or mortgage payments, income taxes etc., during the time in question. Did petitioner fail to make other payments due during the time in question? Please be specific in response. Petitioner must demonstrate that her health problems were such as to cause the payment of the maintenance fee to have been unavoidably delayed.

Preoccupation with other matters which took precedence over maintenance of the above-identified patent does not constitute unavoidable delay. See Smith v. Mossinghoff, 671 F.2d 533, 538 213 USPQ 977, 982 (D.C. Cir. 1982).

M.F.M.

If petitioner does not wish to further pursue reinstatement of the above-identified application, petitioner should file a copy of this decision along with a request for refund of the \$2480.00 submitted with the present petition.

The file does not indicate a change of address has been submitted, although the address given on the petition differs from the address of record. The address listed on the petition is different from the address of record. If petitioner wishes to change her correspondence address please complete and return the enclosed form: CHANGE OF CORRESPONDENCE ADDRESS PATENT (form PTO/SB/123).

A courtesy copy of this decision is being mailed to the address on the petition. However, the Office will mail all future correspondence solely to the address of record.

If patentee wishes to receive any future mailed maintenance fee reminder, a "FEE ADDRESS" INDICATION FORM (form PTO/SB/47) and a Request for Customer Number (form PTO/SB/125) should be filed in accordance with Manual of Patent Examining Procedure, section 2540.

Further correspondence with respect to this matter should be addressed as follows:

By mail: Mail Stop PETITIONS
 Commissioner for Patents
 Post Office Box 1450
 Alexandria, VA 22313-1450

By hand: Customer Service Window
 Mail Stop Petitions
 Randolph Building
 401 Dulany Street
 Alexandria, VA 22314

By fax: (571) 273-8300
 ATTN: Office of Petitions

By internet: EFS-Web
 www.uspto.gov/ebs/efs_help.html
 (for help using EFS-Web call the
 Patent Electronic Business Center
 at (866) 217-9197)

M.J.M.

Any questions concerning this matter may be directed to the undersigned at (571) 272-3230.

Shirene Willis Brantley
Shirene Willis Brantley
Senior Petitions Attorney
Office of Petitions

CC: MARILYN J. MARSHALL
5757 WESTHEIMER RD.
SUITE 3-91
HOUSTON, TX 77057

Enclosures: Blank form: CHANGE OF CORRESPONDENCE ADDRESS PATENT (form PTO/SB/123)

Blank form: FEE ADDRESS" INDICATION FORM (form PTO/SB/47)

Blank form: Request for Customer Number (form PTO/SB/125)

Privacy Act Statement

M. J. M

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**CHANGE OF
CORRESPONDENCE ADDRESS
Patent**Address to:
Mail Stop Post Issue
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Patent Number	6502951
Issue Date	JAN. 7, 2003
Application Number	09/727,419
Filing Date	Dec 1, 2000
First Named Inventor	Marilyn
Attorney Docket Number	99-1930

Please change the Correspondence Address for the above-identified patent to:

☐ The address associated with Customer Number:

OR

☐ Firm or
Individual NameSAME ADDRESS
5757 Westheimer Rd #391
Houston, TX 77057

Address

City

State

ZIP

Country

Telephone

Email

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number use "Request for Customer Number Data Change" (PTO/SB/124).

This form will not affect any "fee address" provided for the above-identified patent. To change a "fee address" use the "Fee Address Indication Form" (PTO/SB/47).

I am the:

☒ Patentee.☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).☐ Attorney or agent of record. Registration Number _____

Signature

Typed or

Printed Name

Date

Telephone

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 30 forms are submitted.

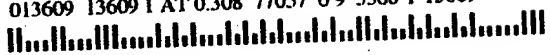
This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Post Issue, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

M. J. M.

THU-57404 0541-3 pdf012 05-81628
Michael Glyn Busby, Jr.
1726 Augusta Drive
Suite 160
Houston, TX 77057

013609 13609 1 AT 0.308 77057 0 9 5368-1-13609



Marilyn Marshall
5757 Westheimer Road #3-91
Houston, TX 77057-5749

BUSBY & LEE
ATTORNEYS AND COUNSELORS AT LAW, P.C.
1726 AUGUSTA DRIVE, SUITE #160
HOUSTON, TEXAS 77057
TELEPHONE: 713-974-1151
FACSIMILE: 713-974-1181

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OFFICE OF PETITIONS

January 3, 2006

Marilyn Marshall
6161 Reims Rd.
Houston, TX 77036


Dear Mr. & Mrs. William:

Enclosed please find a copy of:

- First Amended Chapter 13

This document is for you to keep for your records. Please feel free to contact our office at (713) 974-1151, if you have any further questions.

Best regards,


Delia Medina
Legal Assistant

HUGHES, WATTERS & ASKANASE, L.L.P.
ATTORNEYS AT LAW
333 CLAY, SUITE 2900
HOUSTON, TEXAS 77002
TELEPHONE: (713) 759-0818
FACSIMILE: (713) 759-6834

**NOTICE OF ACCELERATION AND ENCLOSING
NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

March 13, 2006

Marilyn Marshall
5757 Westheimer Road
Houston, Texas 77057

Re: Loan No: 291716
Property Address: 6161 Reims Road 918, Houston, Texas 77036
Payoff due as of 03/13/06: \$21,986.23

1. The undersigned represents BAYVIEW LOAN SERVICING, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS SERVICER FOR BAYVIEW FINANCIAL TRADING GROUP, L.P. ('Lender'), and is authorized to deliver this letter on its behalf.

2. **This is an attempt by a debt collector to collect a consumer debt and any information obtained will be used for that purpose.**

3. Despite notice of default and notice of intent to accelerate sent to you, you have failed to cure the default on the above referenced loan. Because of your failure to pay the delinquent amount due on the above referenced loan, BAYVIEW LOAN SERVICING, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS SERVICER FOR BAYVIEW FINANCIAL TRADING GROUP, L.P., hereby accelerates the maturity of your loan, and declares the entire balance of the loan due and payable without further demand, and will proceed to foreclose and sell the Property under the terms of the Deed of Trust.

4. **The name of the creditor to whom this debt is owed is: BAYVIEW FINANCIAL TRADING GROUP, L.P.**

5. In accordance with Section 51.002(b) of the Texas Property Code, enclosed is a copy of the Notice of the Substitute Trustee's Sale relative to the Property. The Notice of Substitute Trustee's Sale advises you that the foreclosure sale of the Property authorized by the Deed of Trust will take place on April 04, 2006, between the hours of 10:00 a.m. and 4:00 p.m. in the area Northwest of the stairwell railing, on the first floor of the Family Law Center (a Harris County Courthouse) at 1115 Congress, Houston, Harris County, Texas, and the Property will be sold to the highest bidder for cash. The foreclosure sale will be conducted between the hours of 10:00 a.m. and 1:00 p.m. **The earliest time the foreclosure sale will begin will be 10:00 a.m.**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was sent to all parties listed on the matrix on file with the U. S. Bankruptcy Clerk's office on or about the time this document was electronically filed with the Clerk on 03/13/2006. A copy of the Certificate of Mailing of this document is on file and may be viewed at the U. S. Bankruptcy Clerk's Office.

Electronically signed by
William Heitkamp, Chapter 13 Trustee
821 Katy Freeway, Suite 590
Houston, Texas 77024
13-722-1200

BUSBY & LEE
Attorneys & Counselors At Law, P.C.
1726 Augusta Drive, Suite 160
Houston, TX 77057
Telephone: 713-974-1151
Facsimile: 713-974-1181

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FEB 04 2011
OFFICE OF PETITIONS

December 12, 2005

Marilyn Marshall
6161 Reims Road
Houston, TX 77036

Re: 05-81628-G3-13

Dear Mr. Marshall,

Enclosed please find a copy of the Agreed Order pursuant to the Motion for Relief from Stay that was filed against you. You must make the necessary payments stated in this Agreed Order in order to keep your property. You must also perform any other duties required under this agreement.

According to the Agreed Order in your case, your bankruptcy plan needs to be Modified/Amended in order to include the post arrears. Ms. Armanda Garcia-Romero or her staff will be calling you to set up an appointment to come in and see her regarding the Modification/Amendments.

At the time when you come in for your appointment the following is required from you:
current paystub for you and your joint debtor (if applicable)
be prepare to fill out a Wage Order form for debtor or joint debtor (if applicable)

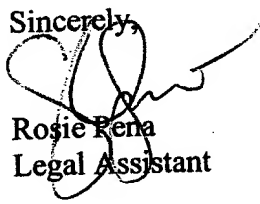
Please call me immediately upon receipt of this letter, if we have not set up an appointment for you by the time you receive this letter.

Please read this agreement carefully and make notes on your calendar when your payments are due. **If you do not make the payments timely, the automatic stay will lift and the lienholder will repossess or foreclose on your property.**

Please call should you have any questions to the enclosed Agreed Order

Thank you for your prompt attention to this matter.

1
Sincerely,



Rosie Pena
Legal Assistant

Enclosures

United States Courts
Southern District of Texas
ENTERED

DEC - 7 2005

Michael N. Milby, Clerk of Court

Carolyn A. Taylor
Jennine Hovell-Cox
Dominique Varner
Brendetta A. Scott
333 Clay 29th Floor
Houston, Texas 77002
Telephone (713) 759-0818
Telecopier (713) 759-6834

TBA #08526800/FIN 1290
TBA #24002313/FIN 21775
TBA #00791182/FIN 18805
TBA #24012219/FIN 24592

ATTORNEYS FOR BAYVIEW LOAN SERVICING, LLC. as servicer-in-fact and attorney-in-fact for BAYVIEW
FINANCIAL PROPERTY TRUST, A DELAWARE BUSINESS TRUST

RECEIVED

FEB 04 2011

OFFICE OF PETITIONS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

In re:
MARILYN MARSHALL

§
§
§

Case No. 05-81628
(Chapter 13)

CHAPTER 13
AGREED ORDER CONDITIONING AUTOMATIC STAY (HOME)
(This Order resolves Docket #12)

1. This Order concerns the note that is secured by the Debtor(s)' home and that is held, directly or in its capacity as agent for the holder, by BAYVIEW LOAN SERVICING, LLC. as servicer-in-fact and attorney-in-fact for BAYVIEW FINANCIAL PROPERTY TRUST, A DELAWARE BUSINESS TRUST, ("Movant"). The property that is the subject of this motion is 6161 REIMS ROAD, #918 HOUSTON, TEXAS 77036 CONDOMINIUM UNIT NUMBER 918, IN BUILDING "J", AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF, THE LIMITED COMMON ELEMENTS APPURTENANT THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS LOCATED IN AND BEING PART OF SUMMERSET LANDING CONDOMINIUMS, A CONDOMINIUM PROJECT IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, AS FULLY DESCRIBED IN AND AS LOCATED, DELINEATED AND AS DEFINED IN THE CONDOMINIUM DECLARATION FOR SUMMERSET LANDING CONDOMINIUMS, TOGETHER WITH SURVEY PLAT, BY-LAWS AND EXHIBITS ATTACHED THERETO, RECORDED IN VOLUME 73, PAGE 65, VOLUME 74, PAGE 1, VOLUME 76, PAGE 3, VOLUME 82, PAGE 12 AND VOLUME 83, PAGE 15, ALL OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS (the "Property"). Notices sent pursuant to this Order must be sent to Movant at 4425 PONCE DELEON BLVD., 5TH FLOOR CORAL GABLES, FLORIDA 33146 (if to Movant"), MICHAEL GLYN BUSBY, JR., 2603 AUGUSTA DRIVE, SUITE 750 HOUSTON, TEXAS 77057 (if to Debtors' Attorney) and to MARILYN MARSHALL, 5757 WESTHEIMER ROAD #3-91 HOUSTON, TEXAS 77057 (if to Debtor).

1. By signing below, the Debtor(s) represent to the Court that the Debtor(s):

A. If they are a salaried or wage employee, are currently operating under a wage order or have submitted all information to the chapter 13 trustee for the presentation of a wage order to the Court.

B. If they are not a salaried or wage employee, are currently operating under an automated clearinghouse order or have submitted all information to the chapter 13 trustee for the presentation of an automated clearinghouse order to the Court.

2. The parties stipulate that unpaid amounts due post-petition total \$1,308.38 (JULY 2005 THROUGH DECEMBER 2005) and that Movant should be awarded attorneys fees and costs in the amount of \$600.00 (not to exceed \$650.00), for a total post-petition amount owed of \$1,908.38. This amount will be reduced by any payments previously made by the Debtor(s) that have not been properly credited by Movant. Proof of any such payments must be provided to Movant within 30 days of the date of entry of this Order. Within 30 days after entry of this Order, the Debtor(s) must file a proposed modification of any confirmed plan or must amend any proposed plan to include this amount, with interest at an annual rate of 10.250%. If the Debtors fail to do so, it is a Final Default under this Order. At the hearing on modification of the plan, the Debtors must be current on all payments to the chapter 13 trustee pursuant to the terms of the proposed modification. If the Debtors fail to do so, it is a Final Default under this Order.

3. The Debtor(s) must:

A. Timely make all regular payments concerning the Property that come due after entry of this Order, including all payments of principal, interest and escrows. Regular payments must be made directly to the Movant (addressed to: 4425 PONCE DELEON BLVD., 5TH FLOOR CORAL GABLES, FLORIDA 33146) or through the Chapter 13 Trustee, depending on the plan confirmed or proposed in this case.

B. Maintain insurance and pay all ad valorem taxes on the property and provide continuous proof of insurance and payment of ad valorem taxes to the holder of the note. This provision does not apply to escrowed taxes and insurance, payment of which is governed by paragraph 4A.

C. Make all payments due to the chapter 13 trustee after the date of this Order, with the amount of such payments being made in the amount required under the proposed modification.

4. If the Debtor(s) fail to comply with paragraph 4 of this Order or make a payment by insufficient check, the Movant must give the Debtor(s) and Debtor(s)' counsel written notice by regular and by certified mail. If the Debtor(s) fail to comply within 10 days of the date that notice was sent, it is a Final Default under this Order. Movant is only required to send two

notices of default under this order. If there is a third failure to comply with paragraph 4, it is a Final Default and no further notice of an opportunity to cure must be given.

5. The automatic stay remains in effect until (i) there is a Final Default under this order; (ii) this case is dismissed; or (iii) the Debtor(s) receive their bankruptcy discharge. If the stay terminates because there is a Final Default, the Movant must file a notice of termination of the automatic stay. The Debtor may challenge any notice of termination by filing a motion to set aside the notice of termination. The motion must be filed within 10 days of the filing of the notice of termination. Pending consideration of the motion by the Court, the Movant may proceed with all actions preparatory to foreclosure, but may not consummate a foreclosure of the Property. Any co-debtor stay terminates at the time that the automatic stay terminates.

6. The undersigned counsel certifies that the attached time records are true and accurate and reflect time entries that were made contemporaneously with task outlined therein.

SO ORDERED:

DATED:

DEC 07 2005


UNITED STATES BANKRUPTCY JUDGE

AGREED AND ENTRY REQUESTED:

Carolyn A. Taylor TBA #08526800/FIN 1290
Jennine Hovell-Cox TBA #24002313/FIN 21775
Dominique Varner TBA #00791182/FIN 18805
Brendetta A. Scott TBA #24012219/FIN 24592

333 Clay 29th Floor
Houston, Texas 77002
Telephone (713) 759-0818
Facsimile (713) 759-6834
ATTORNEY FOR MOVANT

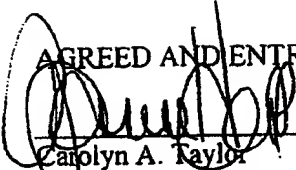
MICHAEL GLYN BUSBY, JR.
2603 Augusta Drive, Suite 750
Houston, Texas 77057
Telephone 713-974-1151
Facsimile 713-974-1181

ATTORNEY FOR DEBTOR(S)

MARILYN MARSHALL, DEBTOR

24036294

AGREED AND ENTRY REQUESTED:


Carolyn A. Taylor TBA #08526800/FIN 1290
Jennine Hovell-Cox TBA #24002313/FIN 21775
Dominique Varner TBA #00791182/FIN 18805
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ATTORNEY FOR MOVANT

MICHAEL GLYN BUSBY, JR.
2603 Augusta Drive, Suite 750
Houston, Texas 77057
Telephone 713-974-1151
Facsimile 713-974-1181
ATTORNEY FOR DEBTOR(S)


MARILYN MARSHALL, DEBTOR

HUGHES, WATTERS & ASKANASE, L.L.P.
ATTORNEYS AT LAW

Marilyn Marshall
March 13, 2006
Notice of Acceleration
Page 2

6. The amount necessary for you to pay in order to cure the existing defaults and prevent this foreclosure sale may be determined by contacting:

BAYVIEW LOAN SERVICING, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
c/o Carolyn A. Taylor
Hughes, Watters & Askanase, L. L. P.
333 Clay, Suite 2900
Houston, Texas 77002
(713) 759-0818

7. If you are presently on active duty in the Armed Services of the United States or have been discharged within three (3) months prior to the date of this letter, please submit evidence of such service by way of a letter from your Commanding Officer or a copy of your DD214 to this office immediately. You may have certain rights available to you under the Soldiers' and Sailors' Civil Relief Act.

8. Under Texas law and the terms of the applicable loan documents, you may be liable for any deficiency owing on the Note and under the Deed of Trust after the foreclosure sale, including but not limited to, accrued but unpaid interest, escrow charges, late fees, default interest, trustee's fees, attorney fees and expenses incurred in connection with the foreclosure, as applicable.

9. This letter constitutes notice required by law and the terms of the applicable loan documents. To the extent that you have received a discharge in bankruptcy, this notice does not constitute an attempt to collect a debt from you personally in violation of the discharge injunction of 11 U.S.C. § 523.

Very truly yours,

HUGHES, WATTERS & ASKANASE, L.L.P.

By: Carolyn A. Taylor
CAROLYN A. TAYLOR

VIA U.S. FIRST CLASS MAIL AND
CERTIFIED MAIL RETURN
RECEIPT REQUESTED
No. 7005 0390 0000 8505 5999

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on May 04, 2000, MARILYN MARSHALL, executed that certain promissory note in the original principal sum of EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 00/100 DOLLARS (\$18,879.00), bearing interest and being payable as therein set out to the order of FIRSTCAPITAL BANK, SSB; said note being secured by the Vendor's lien retained in the Deed of even date therewith covering the hereinafter described real property duly recorded, and being additionally secured by the Deed of Trust of even date therewith to HOWARD C. LEE, JR., Trustee(s), covering the hereinafter described real property recorded in the office of the County Clerk under File No. U385245, Harris County, Texas; creating a valid lien on the following described real property lying and situated in Harris County, Texas, to-wit:

Lost to bank
CONDOMINIUM UNIT NUMBER 918, IN BUILDING "J", AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF, THE LIMITED COMMON ELEMENTS APPURTENANT THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE GNERAL COMMON ELEMENTS LOCATED IN AND BEING PART OF SUMMERSET LANDING CONDOMINIUMS, A CONDOMINIUM PROJECT IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS, AS FULLY DESCRIBED IN AND AS LOCATED, DELINEATED AND AS DEFINED IN THE CONDOMINIUM DECLARATION FOR SUMMERSET LANDING CONDOMINIUMS, TOGETHER WITH SURVEY PLAT, BY-LAWS AND EXHIBITS ATTACHED THERETO, RECORDED IN VOLUME 73, PAGE 65, VOLUME 74, PAGE 1, VOLUME 76, PAGE 3, VOLUME 82, PAGE 12 AND VOLUME 83, PAGE 15, ALL OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS;

together with the improvements located thereon; and

WHEREAS BAYVIEW LOAN SERVICING, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY is representing the current owner and holder of said Note, under a written Mortgage Servicing Agreement. The name and address of the Mortgagee is BAYVIEW FINANCIAL TRADING GROUP, L.P. c/o BAYVIEW LOAN SERVICING, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146

WHEREAS, the Note is in default and the entire unpaid balance thereof is due and payable and Beneficiary has demanded payment of the Mortgagor, and intends to have the power of sale set forth in the Deed of Trust enforced; and

WHEREAS, the Beneficiary has appointed SANDRA L. DASIGENIS or JEFF LEVA or STEVE LEVA or CAROLYN A. TAYLOR, whose address is c/o Carolyn A Taylor, Hughes, Watters and Askanase, L.L.P., 333 Clay, Suite 2900, Houston, Texas 77002, as Substitute Trustee(s) under the Deed of Trust and has directed the Substitute Trustee(s) to enforce the power of sale under the Deed of Trust for the purpose of collecting the indebtedness described therein after giving notice of the time, place and terms of said sale, and the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I/we, SANDRA L. DASIGENIS or JEFF LEVA or STEVE LEVA or CAROLYN A. TAYLOR, Substitute Trustee(s), hereby give notice that I/we will accordingly, after having posted written notice of the time, place and terms of a public sale of the hereinafter described property, and after having given written notice at least twenty-one (21) days preceding the date of such sale by certified mail to each debtor obligated to pay the Note and indebtedness secured by the Deed of Trust at the address of each debtor according to the records of Beneficiary as required by the Deed of Trust and the laws of the State of Texas, sell the Property at public auction to the highest bidder or bidders for cash in the area Northwest of the stairwell railing, on the first floor of the Family Law Center (a Harris County Courthouse) at 1115 Congress, Houston, Harris County, Texas, or any other area designated by the Commissioners Court of such County, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, between the hours of 10:00 a.m. and 4:00 p.m., on the first Tuesday in April, 2006, the same being the 4th day of April, 2006. The foreclosure sale will be conducted between the hours of 10:00 a.m. and 1:00 p.m. The earliest time the foreclosure sale will begin will be 10:00 a.m.

EXECUTED in multiple originals on March 13, 2006.

Carolyn A. Taylor, Substitute Trustee

CAROLYN A. TAYLOR, Substitute Trustee



MARILYN MARSHALL <agargpsbodylocator@gmail.com>

Your MacysNet Account Is Ready

2 messages

accountservices@macysnet.com <accountservices@macysnet.com>
To: agargpsbodylocator@gmail.com

Wed, Aug 18, 2010 at 1:02 PM

A new account has been created for Marilyn Marshall.

UserName: mjmarshall
Password:

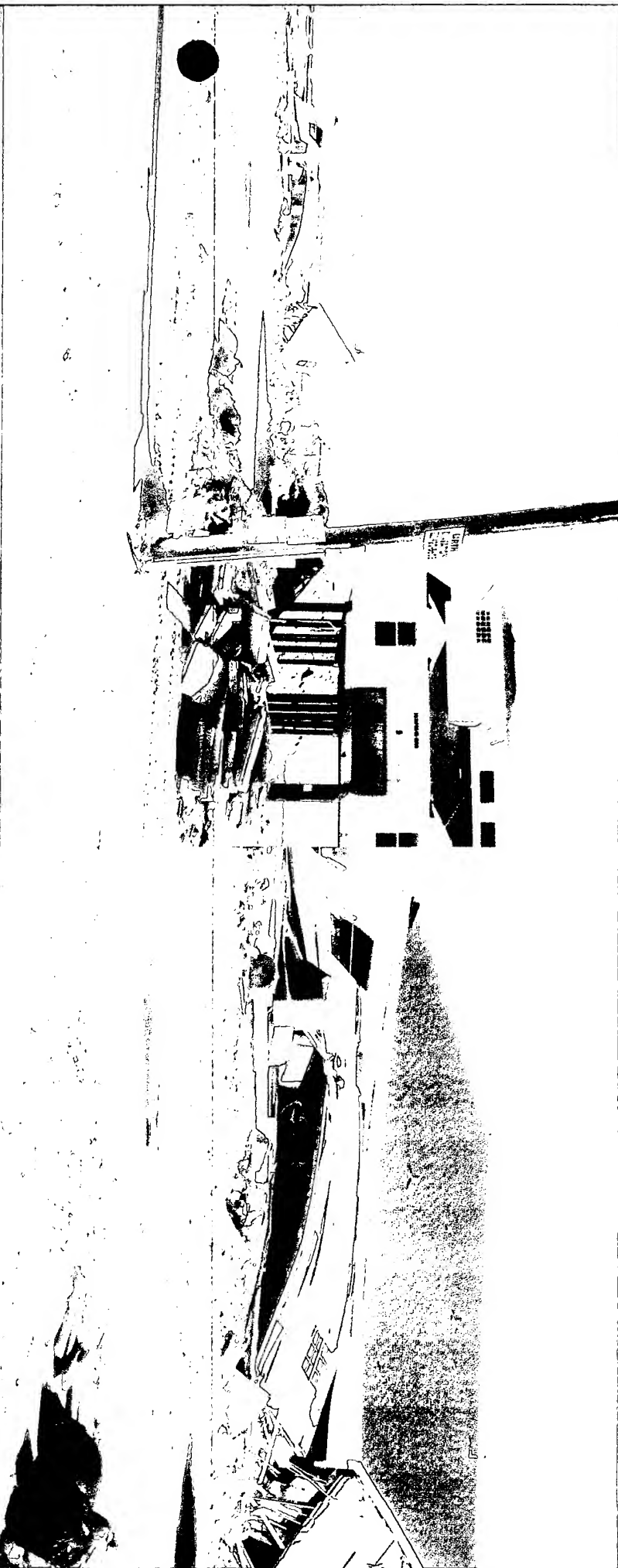
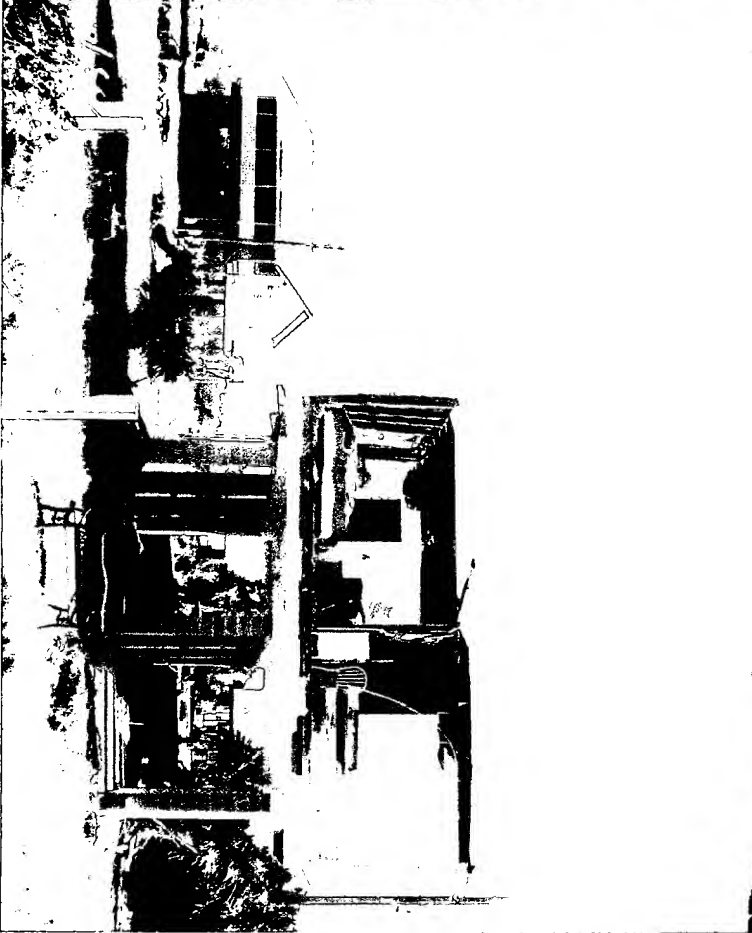
Your account is activated. You may access MacysNet at <http://www.macysnet.com>

MARILYN MARSHALL <agargpsbodylocator@gmail.com>
To: MJM1ANGELADAY@yahoo.com

Sun, Aug 22, 2010 at 5:21 PM

[Quoted text hidden]

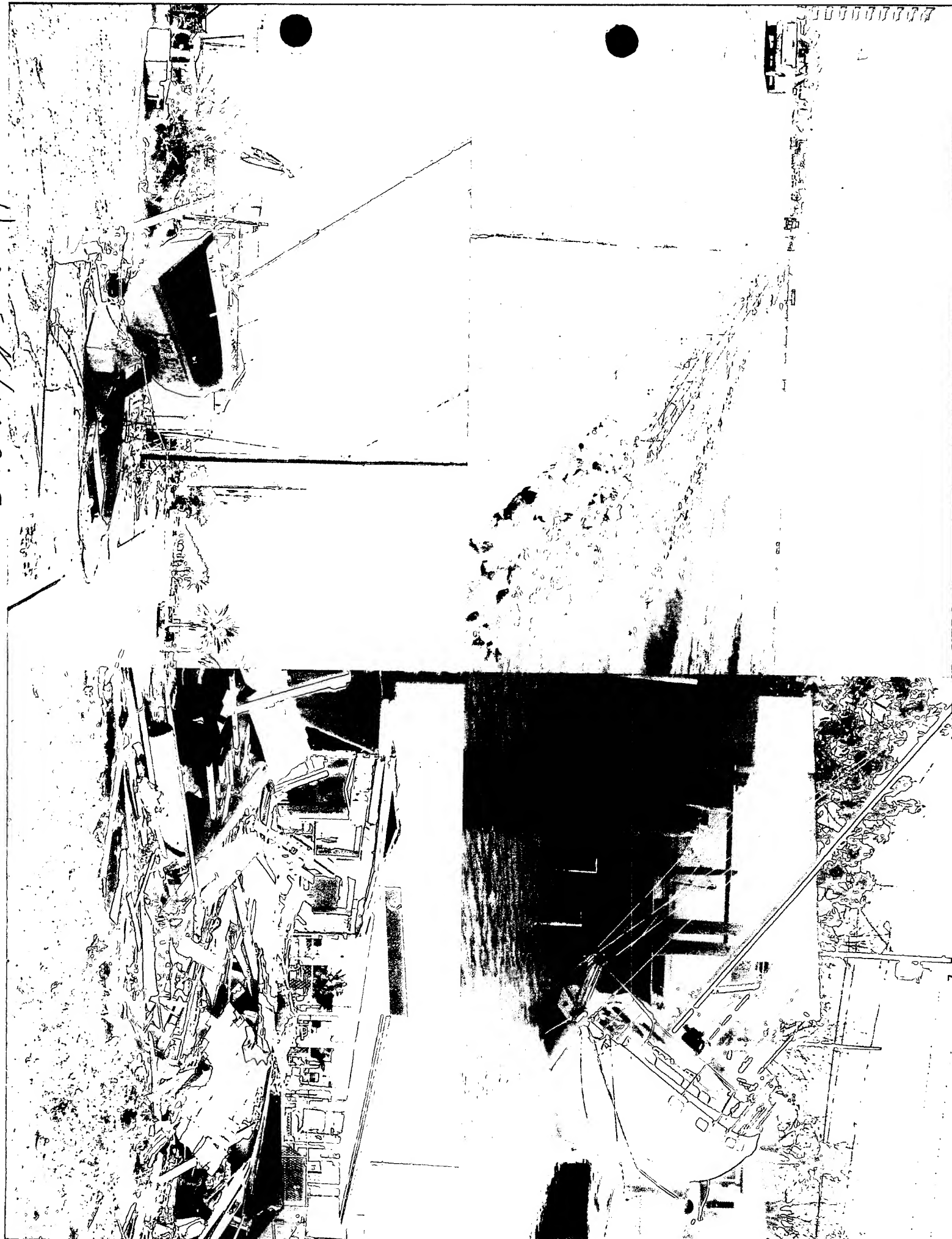
Hurricane Katrina 2005



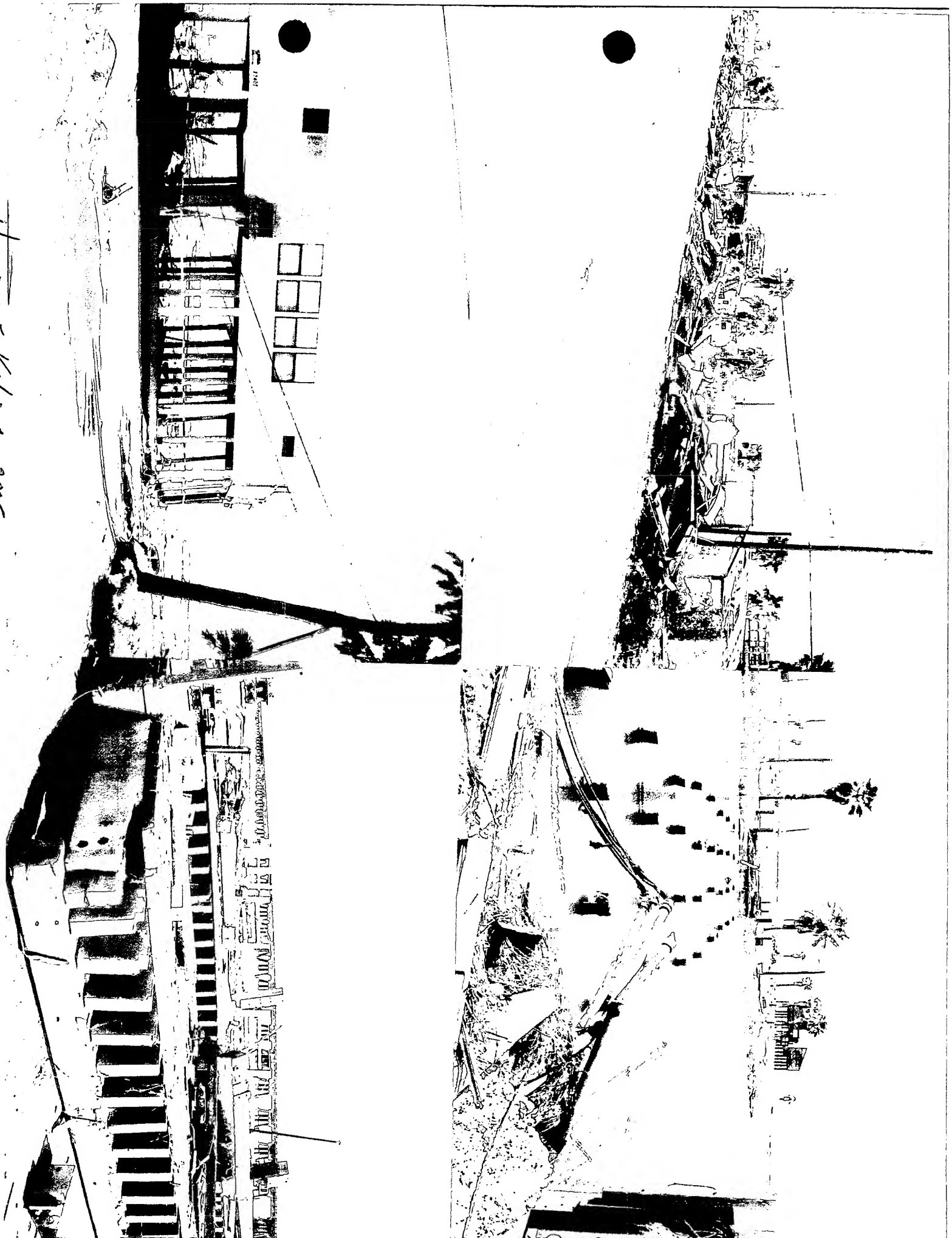


21
Hurricane Katrina 2005

Hurricane Katrina 2005



Hurricane Katrina 2005



Privacy Act Statement

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

M.F.M.